

ONEOK SOUTHEAST TEXAS NGL PIPELINE, L.L.C.

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES AND REGULATIONS

Governing the Interstate Transportation and Handling

of

DEMETHANIZED MIX

Transported by Pipeline

FROM AND TO POINTS NAMED HEREIN

This tariff is in accordance with § 342.3, Indexing.

The rates named in this tariff are expressed in cents per barrel of forty-two (42) United States gallons and are subject to change as provided by law and also to the Rules and Regulations published herein, supplements hereto and reissues thereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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GENERAL RULES AND REGULATIONS

ITEM NO. 5 – DEFINITIONS

“Adequate Assurance of Performance” shall mean sufficient security in a form, amount, for a term and from an issuer, all as reasonably acceptable to Carrier, including but not limited to, cash, prepayment, a standby irrevocable letter of credit or a guaranty.

“Barrel” shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“Carrier” shall mean ONEOK Southeast Texas NGL Pipeline, L.L.C.

“Component” shall mean each of the individual hydrocarbon constituents of Demethanized Mix.

“Consignee” means the person, entity and/or facility to whom Demethanized Mix is consigned.

“Day” shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

“Delivery” shall mean the transfer of Demethanized Mix from Carrier at destination to Consignee.

“Demethanized Mix” shall mean unfractionated natural gas liquids containing primarily natural gasoline, normal butane, isobutane, propane, ethane, and all mixtures thereof conforming to Carrier’s specifications.

“F.E.R.C.” is the Federal Energy Regulatory Commission.

“Force Majeure” means an event or occurrence beyond the reasonable control of either Carrier or Shipper (each party is hereinafter individually referred to as a “Party”) that prevents in whole or in part the performance by such Party of any obligation or condition under this tariff, including but not limited to strikes, lockouts, or other industrial disturbances (including those affecting persons transporting Demethanized Mix for either Party), wars, sabotage, terrorism, blockades, insurrections, or acts of the public enemy; epidemics, landslides, lightning, earthquakes, tornadoes, loss of utilities, fires, explosions, storms, floods, washouts, or other acts of God; arrests or restraints of governments and people; riots or civil disturbances, failures, disruptions, breakdowns, or accidents to machinery, facilities, or lines of pipe (whether owned, leased or rented); freezing of lines; embargoes, priorities, expropriation, or condemnation by government or governmental authorities; interference by civil or military authorities. A third party’s event of Force Majeure preventing the performance of a Party hereunder shall be deemed an event of Force Majeure for such Party for all purposes herein.

“Linefill” means the quantity of Demethanized Mix needed to occupy the physical space in the pipeline.

“Month” shall mean a period of time commencing on the first Day of a calendar Month and ending on the first Day of the next calendar Month.

“Nomination” means an offer by a Shipper to Carrier of a stated quantity of Demethanized Mix for transportation from a specified origin(s) to a specified destination or destinations pursuant to the terms and conditions of this tariff.

“Ratable” shall mean or refer to the delivery of Demethanized Mix throughout each Month, in daily quantities that are approximately equal to the volume of Demethanized Mix delivered during the Month divided by the number of days in that Month.

“Receipt” shall mean the transfer of Demethanized Mix from Shipper at origin to Carrier.

“OPIS Price Index” shall mean the monthly average of the daily average prices per gallon, for the Month of Receipt, as quoted by OPIS (“Oil Price Information Service”) in the OPIS-LP-Gas Report for “Any Current

Month” under “Mont Belvieu Spot Gas Liquids Prices” using (i) the non-TET prices for the propane, isobutane, normal butane, and natural gasoline Components; and (ii) the Purity Ethane price for the ethane Component. The OPIS Price Index is not to include any TET, Oth, or other categories of Component prices that might be published by OPIS. No value will be given to CO2 or other impurities.

“Shipper” shall mean any party who gives notice and transports Demethanized Mix under the terms and conditions outlined in this tariff.

ITEM NO. 10 – DEMETHANIZED MIX SPECIFICATIONS

Carrier is engaged in the transportation of Demethanized Mix as herein defined and will not accept any other commodity for transportation under this tariff.

Carrier reserves the right to refuse to accept any shipment for transportation which does not conform to Carrier’s Demethanized Mix Specifications dated September 1, 2018 (available upon request,) or which is not good merchantable Demethanized Mix readily acceptable for transportation through Carrier’s existing facilities and/or would otherwise adversely affect Carrier’s pipeline. As a prerequisite to transportation, Shipper’s Demethanized Mix must also conform to its nominated Delivery point specifications.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Demethanized Mix to be transported in Carrier’s facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper’s certificate and Carrier’s test, the latter shall prevail.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier’s facilities Demethanized Mix that has contaminated the common fungible stream, rendering all or a portion of the fungible Demethanized Mix stream undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated Demethanized Mix in any reasonable commercial manner at Shipper’s sole expense.

If Demethanized Mix received by Carrier does not meet Demethanized Mix specifications, Carrier reserves the right to bill and Shipper shall pay the greater of (i) the costs and expenses incurred to treat or otherwise dispose of all contaminated Demethanized Mix including without limitation any penalties or charges incurred by Carrier as a result of such contamination, or (ii) **[U]** \$1.00 per Barrel penalty for the volume transported by Shipper.

In addition, Shipper will be liable for and will defend, indemnify and hold harmless Carrier for any and all claims, actions, suits, losses, demands, costs and expenses (including attorney’s fees and costs of repairing, inspecting, cleaning, or decontaminating the facilities of Carrier or third parties) of every kind, nature or description resulting from the chemical or physical properties of any Demethanized Mix that Shipper has delivered into Carrier’s system except to the extent such liability arises from Carrier’s gross negligence.

ITEM NO. 15 – MINIMUM NOMINATION & SCHEDULING

Demethanized Mix will be accepted for transportation only when a written nomination has been submitted by the Shipper containing a quantity of Demethanized Mix of no less than ten thousand (10,000) Barrels in a Month consigned to one Consignee, provided, however, Carrier may for its convenience, transport same by intermittent pumpings. Lower nominated quantities may be accepted at Carrier discretion if total supply available at a given origin point is less than ten thousand (10,000) Barrels in a Month.

Any Shipper desiring to nominate Demethanized Mix for transportation hereunder, shall, on or before the fifteenth (15th) Day of the Month, provide in writing the quantity of Demethanized Mix to be nominated during the following Month with Carrier. Unless such written notification has been made, Carrier shall be under no obligation to accept Demethanized Mix for transportation. Nominations or changes to nominations after the fifteenth (15th) Day of the Month will be accepted at the sole discretion of Carrier.

Demethanized Mix shall be offered for transportation in Ratable quantities which can be received into Carrier’s

pipeline at full pipeline flow rates.

Carrier will schedule, transport and deliver Demethanized Mix with reasonable diligence considering the quantity, the quality of the Demethanized Mix, distance of the transportation, safety of operations, and other material factors, but will not accept Demethanized Mix to be transported in time for any particular market. Furthermore, Carrier shall not be liable for any delay in shipments resulting from such scheduling.

ITEM NO. 20 – STORAGE, ORIGIN AND DESTINATION FACILITIES

Carrier does not furnish storage facilities or services at origins or destinations.

Carrier shall accept Demethanized Mix only when Shipper and Consignee have provided necessary equipment and facilities for receipt of Demethanized Mix into Carrier's pipeline and delivery of Demethanized Mix from Carrier's pipeline at pressures and pumping rates required by Carrier. Carrier may require evidence showing that necessary facilities are available for delivering shipments at origin and receiving shipments at destination before any obligation to furnish transportation shall arise.

ITEM NO. 25 – CLEAR TITLE REQUIRED

Shipper represents and warrants that it owns all rights, title and interest in and to the Demethanized Mix delivered to Carrier. Furthermore, Shipper shall not deliver Demethanized Mix which is in any way subject to litigation, the ownership of which may be in dispute, or which is subject to a security interest, lien or charge of any kind, other than the lien of Carrier pursuant to the tariff (each an "Adverse Encumbrance"), unless Shipper provides written notification to Carrier of such Adverse Encumbrance not less than twenty (20) days before such Delivery is made to Carrier. Shipper shall provide written notice to Carrier if at any time while its Demethanized Mix is in the possession of Carrier, such Demethanized Mix becomes subject to an Adverse Encumbrance.

Carrier shall not be obligated to accept Receipt from Shipper of any Demethanized Mix that is subject to an Adverse Encumbrance. Upon demand by Carrier, Shipper shall provide a bond or other form of indemnity satisfactory to Carrier that fully protects and indemnifies Carrier against any liability, loss, cost or expense that may arise as a result of such Adverse Encumbrance and secures the payment to Carrier of all rates and other charges which would become payable under the tariff if Carrier were to transport such Demethanized Mix. Shipper agrees to hold Carrier harmless for any and all loss, cost, liability, damage or expense resulting from failure of title or Shipper's failure to have the right to cause the Demethanized Mix to be transported; and Shipper agrees that acceptance by Carrier of the Demethanized Mix for transportation shall not be deemed a representation by Carrier as to title.

ITEM NO. 30 – MEASUREMENT

All Demethanized Mix transported by Carrier will be measured at the Receipt point(s) and Delivery point(s) in accordance with applicable Carrier and industry accepted practices and procedures. All measurements and tests shall be performed by Carrier, but Shipper and any Consignee or their representatives may be present to witness such measurements and tests. All measurements and tests performed by Carrier shall be determinative unless they are contested within 90 days of receipt of appropriate documentation by Shipper.

ITEM NO. 35 – MIXTURES

Carrier may commingle Demethanized Mix received from the Receipt point(s). Carrier reserves the right at any time to substitute and deliver Demethanized Mix of the same specification as the Demethanized Mix shipped.

Demethanized Mix will be accepted for transportation only on condition that it shall be subject to such changes in characteristics (including component changes), while in transit, as may result from the mixture with other Demethanized Mix. Carrier shall be under no obligation to make delivery of the identical Demethanized Mix, but may make delivery out of common stock and Shippers will be required to accept such delivery.

ITEM NO. 45 – FAILURE TO TAKE DELIVERY AT DESTINATION

Shipper shall remove Demethanized Mix, or cause Demethanized Mix to be removed, from Carrier's facilities

following the transportation to a nominated Delivery point(s). In the event failure to remove Demethanized Mix threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion on Carrier's pipeline, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Demethanized Mix as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

In addition to any remedy available to Carrier, Shipper will pay a daily demurrage charge in the event Shipper fails to remove Demethanized Mix from Carrier's pipeline and that failure prevents or threatens the movement of succeeding shipments. The daily demurrage charge will be calculated by taking the tariff rate in Item No. 100, Base Rates Applicable to Transportation of Demethanized Mix times the daily average of the previous Month's deliveries of the impacted shipments.

ITEM NO. 50 – INVOICING AND PAYMENT OF CARRIER CHARGES

Carrier shall assess transportation and all other lawful charges accruing on Demethanized Mix accepted for transportation at the transportation rate in effect on the date Demethanized Mix is delivered to Delivery point(s).

Carrier shall invoice and Shipper shall pay for transportation charges and all other lawful charges accruing on Demethanized Mix accepted in accordance with Carrier's then current payment policies and procedures at the transportation rates published herein.

Carrier shall bill Shipper Monthly for all transportation charges and other charges due based upon volumes delivered by Carrier to Shipper during each Month. Shipper shall pay all charges within ten (10) days of the invoice from Carrier. Carrier, at its discretion, may require Shipper to pay all such charges and fees in advance or to provide Adequate Assurance of Performance. All charges that remain unpaid for more than ten (10) days from the date of Carrier's invoice shall accrue an interest charge of the lesser of (i) 18% percent annum, or (ii) the maximum non-usurious interest rate which may then be charged under New York law.

Shipper hereby assigns and grants to Carrier a continuous and continuing security interest in, and assignment of, all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Shipper Obligations the following: (a) all Demethanized Mix accepted by Carrier for transportation service or otherwise, including but not limited to Shipper's minimum Linefill; (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents; (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) all Demethanized Mix and proceeds of any of the foregoing property in any form (herein collectively, "Collateral"). The foregoing grant and assignment of Collateral secures the following obligations of Shipper: (a) all antecedent, current and future transportation service, special, ancillary and other rates, fees or charges arising under or related to this tariff; (b) the repayment of any amounts that Carrier may advance or spend for the storage or maintenance and preservation of the Collateral; and (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing Shipper Obligations (collectively the "Shipper Obligations"). If any amounts accruing and owed to Carrier under this tariff remain unpaid ten (10) days after final notice, Carrier shall have the right, in addition to and not in limitation of its other rights and remedies, to liquidate and apply the proceeds to the payment of all such charges and to reimburse Carrier for expenses associated with liquidating the Collateral.

If Shipper fails to pay any charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and, if required by Carrier, Shipper meets the creditworthiness requirements of Item 95. In addition, Carrier reserves the right to set-off any amounts owed to Carrier against any monies owed by Carrier, or any of its affiliates, to Shipper or any of its affiliates under its tariff, or against any Shipper's Demethanized Mix in Carrier's custody. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including reasonable attorney's fees and costs incurred by Carrier.

Carrier shall have a lien on all Demethanized Mix in its possession belonging to Shipper, or its Consignee, which shall take effect at the Receipt point(s). The lien is to secure the payment of any and all unpaid

transportation, or any charges that are due Carrier, and Carrier reserves the right to withhold such Demethanized Mix from Delivery until all unpaid charges have been paid and it shall be in addition to any and all other rights and remedies Carrier has at law or in equity.

ITEM NO. 55 – CLAIMS, SUITS AND TIME FOR FILING

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) Months after delivery of the Demethanized Mix, or in the case of a failure to make delivery, then within nine (9) Months after delivery of the Demethanized Mix to Carrier for shipment.

Suits against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice.

Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall therefore not be liable.

ITEM NO. 60 – PRORATION OF PIPELINE CAPACITY

1. Definition of terms.

Except where the context requires another meaning, the following terms have the following meanings:

- 1.1 **Regular Shipper** means a Shipper that has shipped Demethanized Mix on Carrier's system at any time after Carrier's pipeline is put into service.
- 1.2 **New Shipper** means a Shipper is not a Regular Shipper. A New Shipper shall remain a New Shipper until Carrier's month-end processes for New Shipper have been completed for one Month.

2. Prorating of capacity.

- 2.1 **When Capacity will be prorated.** Carrier will prorate the capacity of its system during any Month when it determines, based upon the nominations properly submitted by Shippers, that the total volume nominated by all Shippers for shipment on Carrier's system during that Month exceeds the capacity of the system.
- 2.2 **Division of capacity between Shipper classes.** Except as provided in paragraphs 2.7 and 2.8, capacity shall be divided between Regular Shippers as a class and New Shippers as a class.
- 2.3 **Availability of capacity to Regular Shippers.** After the adjustment for New Shippers, as provided in paragraphs 2.5 and 2.6, all remaining capacity plus any un-nominated capacity (as determined in accordance with paragraph 2.7) plus any unused allocated capacity as determined in accordance with paragraph 2.8 shall be available to Regular Shippers who have nominated volumes for the Month.
- 2.4 **Allocation to each Regular Shipper.** Each Regular Shipper shall be allocated a volume of the capacity available to all Regular Shippers that is equal to a fraction, the numerator of which is the Shipper's average barrels shipped on Carrier's system during the latest twelve (12) Month period, for which the month-end processes are completed preceding the Month for which the Shipper's allocation is being calculated, and the denominator of which is the total shipments during such 12-Month period by all Regular Shippers, multiplied by the total capacity available to all Regular Shippers during that Month. If Carrier has been in operation less than twelve (12) Months then the allocation shall be based on the number of Months during which the Carrier has been in operation.

- 2.5 **Availability of capacity to New Shippers.** Not more than five (5) percent of the total available prorated capacity of Carrier's system shall be made available to New Shippers.
- 2.6 **Allocation to each New Shipper.** Each New Shipper shall be allocated a volume of the capacity available to all New Shippers which is equal to the lesser of:
- (a) five (5) percent of the total available capacity divided by the number of New Shippers who nominated volumes for shipment on the pipeline during the Month for which the allocation is being calculated; or
 - (b) 1.25 percent (one-fourth of 5%) of the total available capacity for that Month.
- 2.7 **Unnominated capacity.** Any prorated capacity available to New Shippers under the rules in paragraphs 2.5 and 2.6, but is not nominated by an eligible New Shipper shall be made available to Regular Shippers in accordance with the rules in paragraphs 2.3 and 2.4.
- 2.8 **Reallocation of unused allocated capacity.** If, during a Month in which capacity is prorated, a Shipper fails to use all of its allocated capacity, such unused capacity shall be available to other Shippers, as follows:
- (a) Unused allocated capacity resulting from a Regular Shipper's failure to use all of its allocated capacity shall be reallocated among other Regular Shippers in accordance with the rules in paragraph 2.4.
 - (b) Unused allocated capacity resulting from a New Shipper's failure to use all of its allocated capacity shall be reallocated among other New Shippers in accordance with the rules in paragraph 2.6. If, however, the reallocation would cause any New Shipper's total allocation for a Month to exceed 1.25 percent of available capacity for that Month, such excess shall be treated as unused allocated capacity and shall be reallocated among Regular Shippers in accordance with the rules in subparagraph (a) of this paragraph.
- 2.9 **Failure to use allocated capacity.**
- (a) A Shipper that fails to use all of its allocated capacity during a Month of prorating shall have its allocation of capacity reduced in each subsequent Month of prorating until the total reductions equal the amount of the deficiency. The amount of any such reduction shall be treated as unused allocated capacity and shall be reallocated to other Shippers in accordance with the rules in paragraph 2.8.
 - (b) Reduction of a Shipper's allocation for failure to use its allocated capacity during a prior Month of prorating may be waived, in whole or in part if Carrier determines, in its sole discretion, that the Shipper's failure to use all or some of its allocated capacity was due to factors beyond the Shipper's reasonable control.
- 2.10 **Transfer of prorated capacity; Use of Affiliates.** Except as provided in paragraph 2.8, prorated volumes allocated to a Shipper may not be assigned, conveyed, loaned, transferred to, or used in any manner by another Shipper. However, a Shipper's allocation may be transferred as an incident of the bona fide sale of the Shipper's business or to a successor to the Shipper's business by the operation of law, such as an executor or trustee in bankruptcy. A Shipper may not use an affiliated or cooperating entity to obtain an increased allocation of prorated capacity or, in the case of a Regular Shipper, seek New Shipper status in order to pool two or more allocations to the benefit of the Shipper.

ITEM NO. 65 – LIABILITY OF CARRIER

While in possession of Demethanized Mix nominated for shipment, Carrier shall not be liable to Shipper for any delay in delivery, damage thereto, or for any loss of Demethanized Mix caused by Force Majeure or by act of default of Shipper or Consignee, or resulting from any other cause not due to the gross negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned by Carrier to each shipment of Demethanized Mix or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Demethanized Mix in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and Consignee showing the apportionment of any such loss.

Carrier will not be liable for discoloration, contamination, or deterioration of Demethanized Mix transported unless such discoloration, contamination, or deterioration of Demethanized Mix transported results from the gross negligence of Carrier.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Demethanized Mix transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Demethanized Mix transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM NO. 70 – GAINS OR LOSSES

Shippers are responsible for pipeline gains and losses (including component imbalances), calculated as the difference between measured Receipts and measured Deliveries. Gains or losses will be apportioned according to each Shipper's proportionate share of measured Deliveries.

ITEM NO. 75 – COMPONENT BALANCING

Shippers shall be responsible for reconciling Component imbalances that may arise between Receipt and Delivery of Demethanized Mix due to the composition variances resulting from the blending of various streams. Participation in the Component balancing process is a pre-requisite to shipping on Carrier.

On a monthly basis, Shippers are required to cash out any Component imbalance to zero. The shipper cash out position equals the sum of (i) each Component imbalance multiplied by (ii) the corresponding OPIS Price Index ("Shipper Cash Out Position"). The Shipper will be notified by Carrier of its Shipper Cash Out Position on the Component balance statement. A Shipper Cash Out Position due Carrier shall be paid by Shipper within six (6) days of the invoice date on the Component balance statement. A Shipper Cash Out Position due Shipper shall be paid by Carrier within six (6) days of the invoice date on the Component balance statement.

ITEM NO. 80 – LINEFILL REQUIREMENTS

Each Shipper will supply a pro rata share of Demethanized Mix for Linefill as Carrier determines is necessary to maintain efficient operations of Carrier's pipeline. Each Month Carrier shall adjust the Linefill so that each Shipper shall provide its pro-rata amount of Linefill based upon a ratio of the total shipments by the Shipper to the total shipments over the respective line for the preceding Month. Subject to the provisions of Item No. 55, Payment of Carrier Charges, Demethanized Mix furnished to Carrier pursuant to this Item No. 80 shall be returned to Shipper after such Shipper has provided written notice to Carrier of Shipper's intent to cease shipping and after a reasonable period of time to allow for administrative and operational requirements associated with the withdrawal of such Demethanized Mix. Such notice shall be provided to the Director of Marketing.

ITEM NO. 85 – PIPEAGE CONTRACTS

Separate agreements may be required of the proposed Shipper before any duty of transportation shall arise.

ITEM NO. 90 – APPLICATION OF RATES TO INTERMEDIATE POINTS

For Demethanized Mix accepted for transportation from a point not named in Carrier’s tariff, the existing rates between points named in the tariff will be applied to transportation movements from intermediate origin points not named in the tariff to named destination points, and from named origin points to intermediate destination points not named in the tariff. Carrier will file a tariff publication applicable to the transportation movements within thirty (30) days of the start of the service if the intermediate point is to be used on a continuous basis for more than thirty (30) days.

ITEM NO. 95 – CREDITWORTHINESS OF SHIPPERS

Carrier shall not be required to provide service on behalf of any Shipper or provide service or to continue service for any Shipper who is or has become insolvent or who, at Carrier's request, fails within a commercially reasonable time to demonstrate creditworthiness as determined by the Carrier in its sole discretion; provided, however, Shipper may receive service if Shipper furnishes good and sufficient security as determined by Carrier in the exercise of reasonable discretion. Unless otherwise agreed to, if Carrier has reasonable grounds for insecurity regarding the ability of Shipper to perform its obligations, Carrier shall require Adequate Assurance of Performance and Shipper shall have two (2) business days to provide such Adequate Assurance of Performance. In each case, the amount of the security shall be an amount not to exceed the sum of three (3) months of the estimated: (a) transportation and other charges and (b) Shipper Cash Out Position due Carrier. If Shipper fails to provide the requested Adequate Assurance of Performance within such two (2) business day period, then Carrier may suspend services to Shipper.

For the purpose of this section, the insolvency of a Shipper shall be evidenced by the filing by Shipper or any parent entity thereof of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction over the premises adjudging Shipper bankrupt or insolvent or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition or in respect to the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of thirty (30) consecutive days.

ITEM NO. 100 – BASE RATES APPLICABLE TO TRANSPORTATION OF DEMETHANIZED MIX

Base Transportation Rate
(in cents per Barrel)

RECEIPT POINTS/ORIGIN	DELIVERY/DESTINATION	RATE
Liberty County, Texas	Liberty County, Texas	[I] 17.44

EXPLANATION OF REFERENCE MARKS:

- [I] Increase
- [U] Unchanged
- [W] Change in wording only